



**TIFFANY & BOSCO**  
P.A.

Dated: May 26, 2010

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A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR  
U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-05362

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

Judee Gale Duncan

Debtor.

Deutsche Bank Trust Company Americas as  
Trustee, Residential Funding Company, LLC FKA  
Residential Funding Corporation, Attorney in Fact

Movant,

vs.

Judee Gale Duncan, Debtor, Dale D. Ulrich,  
Trustee.

Respondents.

No. 2:10-BK-04643-RTB

Chapter 7

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated September 7, 2006 and recorded in the office of the  
3 Maricopa County Recorder wherein Deutsche Bank Trust Company Americas as Trustee, Residential  
4 Funding Company, LLC FKA Residential Funding Corporation, Attorney in Fact is the current  
5 beneficiary and Judee Gale Duncan has an interest in, further described as:

6 LOT 35, SUN LAKES UNIT TEN, ACCORDING TO THE PLAT OF RECORD IN THE  
7 OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK  
206 OF MAPS, PAGE 46.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.  
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